

John Winslow (*Pro Se*)

**UNITED STATES BANKRUPTCY COURT  
EASTERN DISTRICT OF WASHINGTON**

Case No. 18-03197 FPC

In re:

GIGA WATT INC.,

Debtor

**OBJECTION TO ORDER  
AWARDING COMPENSATION FOR  
SERVICES RENDERED AND  
REIMBURSEMENT OF EXPENSES  
PURSUANT TO 11 U.S.C. §330 or  
§331, AND APPROVING THE  
PAYMENT OF BANK FEES**

**MOTION**

**COMES NOW** creditor John Winslow, in propria persona, to object to order awarding compensation to Potomac Law Group, PLLC.

**ARGUMENT**

- 1) The \$3,000,000 settlement award should never have gone to the bankruptcy estate in the first place, and if ultimately administered in bankruptcy court should go directly to tokenholders as a priority class and not to general creditors.
- 2) Despite 3 of 5 claims being deemed “derivative” to the escrow agreement between Perkins and the Giga Watt corporations, this assertion is based in part on the incorrect reasoning



1 that the tokenholder class are shareholders in Gigawatt (Counts I and II), and that “a claim  
2 is a general one, with no particularized injury” (Count III) when in fact the tokenholders  
3 were directly and particularly harmed by the improper release of escrowed funds which the  
4 escrow itself was intended to protect them from.

5 3) Despite tokenholders and miners being the largest creditor class in the case, trustee counsel  
6 Pamela Egan has consistently signaled her intention to subordinate their claims as “equity”  
7 when no such formal determination has been made. This constitutes an unjustified and  
8 unsubstantiated effort to divert funds to general creditors first and to pay administrative  
9 and legal expenses at the expense of tokenholders who are the true intended beneficiaries  
10 of the settlement award.

11 4) Even if the court deems the \$3,000,000 settlement award to be in the domain of the  
12 bankruptcy case, because Gigawatt the debtor received the \$10,800,000 improperly  
13 released escrow funds in the first place it had no adverse impact on funding operations or  
14 construction contrary to assertions that “the Debtor, not the Class, was directly harmed by  
15 the alleged malfeasance because the escrow’s primary purpose— funding construction and  
16 operations—was frustrated”, and that the “Perkins’ ability to issue refunds was secondary  
17 to the primary purpose of funding construction and operations” whereas the main purpose  
18 of escrow is to protect the buyer in a transaction and to “... provide(s) essential protection  
19 by ensuring that the parties actually receive what they have contracted for...” per  
20 <https://www.stonesalluslaw.com/how-does-business-escrow-work-in-california/> there is no  
21 justification for the estate to be recompensated for money it already received.

22 5) Even if the court holds the \$3,000,000 class action award to be within the domain of the  
23 bankruptcy court, the requested \$900,000 contingency fee was not agreed to by  
24 tokenholder creditors and therefore should be adjusted as necessary based on the actual  
25  
26



effort required. This may include a reduction in contingency percentage or a fee calculation based on the actual hours spent doing the work.

- 6) I plan to file an adversarial complaint against the bankruptcy estate requesting my share of the \$3,000,000 tokenholder class action award as a tokenholder creditor and certified class member.

### **CONCLUSION**

**WHEREFORE**, upon facts and considerations of law the Court should enter an order to deny order awarding compensation until full resolution of all adversarial claims to the \$3 million settlement.

DATED this 20th of August, 2024

*John T. Winslow*

John T. Winslow (*Pro Se*)  
112 Weisbrook Ct.  
Henderson, NV 89011  
Phone: (818) 862-1257  
Email: jtwinslow@live.com  
Proof of Claim #: 60



**CERTIFICATE OF SERVICE**

I certify that on the 20th day of August, 2024, I filed the **OBJECTION TO ORDER  
AWARDING COMPENSATION FOR SERVICES RENDERED AND REIMBURSEMENT  
OF EXPENSES PURSUANT TO 11 U.S.C. §330 or §331, AND APPROVING THE  
PAYMENT OF BANK FEES** with the Clerk of the Court. I certify a true and correct copy of  
said Notice was sent electronically to:

Ben Ellison, on behalf of the Official Committee of Unsecured Creditors - [salishsealegal@outlook.com](mailto:salishsealegal@outlook.com),  
[benae Ellison@gmail.com](mailto:benae Ellison@gmail.com)  
James D Perkins on behalf of The United States Trustee - [James.Perkins@usdoj.gov](mailto:James.Perkins@usdoj.gov)  
Samuel Dart as attorney for Creditors' Committee of WTT Token Holders and Miners - [sdart@eisenhowerlaw.com](mailto:sdart@eisenhowerlaw.com)  
Quentin D Batjer on behalf of Port of Douglas County - [pam@dadkp.com](mailto:pam@dadkp.com), [quentin@dadkp.com](mailto:quentin@dadkp.com)  
William L Hames on behalf of Port of Douglas County - [billh@hawlaw.com](mailto:billh@hawlaw.com), [mecqueh@hawlaw.com](mailto:mecqueh@hawlaw.com),  
[juliem@hawlaw.com](mailto:juliem@hawlaw.com), [frontdesk@hawlaw.com](mailto:frontdesk@hawlaw.com), [carmenb@hawlaw.com](mailto:carmenb@hawlaw.com), [katies@hawlaw.com](mailto:katies@hawlaw.com)  
David R Law on behalf of Port of Douglas County - [david@dadkp.com](mailto:david@dadkp.com), [amy@dadkp.com](mailto:amy@dadkp.com)  
Shauna S Brennan on behalf of ECO Diversified Holdings, Inc. - [sbrennan@outsidegeneralcounsel.com](mailto:sbrennan@outsidegeneralcounsel.com),  
[admin@outsidegeneralcounsel.com](mailto:admin@outsidegeneralcounsel.com)  
Robert H Castro on behalf of Interested Party Nathan Welling - [rcastro@rcastronlaw.com](mailto:rcastro@rcastronlaw.com), [castro.ava@gmail.com](mailto:castro.ava@gmail.com)  
Adam C. Doupe on behalf of Interested Party Allrise Financial Group - [doupe@ryanlaw.com](mailto:doupe@ryanlaw.com),  
[doupear96329@notify.bestcase.com](mailto:doupear96329@notify.bestcase.com)  
Gary W Dyer on behalf of US Trustee - [gary.w.dyer@usdoj.gov](mailto:gary.w.dyer@usdoj.gov)  
Pamela Marie Egan on behalf of Trustee Mark Waldron - [pegan@potomacalaw.com](mailto:pegan@potomacalaw.com)  
Scott B Henrie on behalf of Creditor Rafael Sofair - [shenrie@williamskastner.com](mailto:shenrie@williamskastner.com), [dlevitin@williamskastner.com](mailto:dlevitin@williamskastner.com)  
Douglas A. Hofmann on behalf of Creditor Rafael Sofair - [dhofmann@williamskastner.com](mailto:dhofmann@williamskastner.com),  
[kmejia@williamskastner.com](mailto:kmejia@williamskastner.com)  
Gretchen J. Hoog on behalf of Emerald City Statewide LLC - [ghoog@pcslegal.com](mailto:ghoog@pcslegal.com), [danderson@pcslegal.com](mailto:danderson@pcslegal.com)  
David Kazemba on behalf of Creditor Giga Plex, LLC and MLDC1, LLC - [dkazemba@overcastlaw.com](mailto:dkazemba@overcastlaw.com),  
[amber@overcastlaw.com](mailto:amber@overcastlaw.com), [lindat@overcastlaw.com](mailto:lindat@overcastlaw.com), [debbie@overcastlaw.com](mailto:debbie@overcastlaw.com);  
[kazembadr92395@notify.bestcase.com](mailto:kazembadr92395@notify.bestcase.com)  
John Knox on behalf of Creditor Rafeal Sofair - [jknox@williamskastner.com](mailto:jknox@williamskastner.com), [rmelson@williamskastner.com](mailto:rmelson@williamskastner.com)  
Angie Lee on behalf of Creditor Washington State Taxing Agencies - [bculce@atg.wa.gov](mailto:bculce@atg.wa.gov)  
Benjamin J McDonnell on behalf of Clever Capital, LLC, David M Carlson, Enterprise Focus, Inc. -  
[ben@pyklawyers.com](mailto:ben@pyklawyers.com), [lauren@pyklawyers.com](mailto:lauren@pyklawyers.com), [eboudreau@pyklawyers.com](mailto:eboudreau@pyklawyers.com), [ncross@pyklawyers.com](mailto:ncross@pyklawyers.com)  
Kathryn R McKinley on behalf of Creditor Douglas County PUD  
[kathryn.mckinley@painehamblen.com](mailto:kathryn.mckinley@painehamblen.com), [ads@painehamblen.com](mailto:ads@painehamblen.com)  
Danial D Pharris on behalf of Creditor NC Machinery Co. - [pharris@lasher.com](mailto:pharris@lasher.com), [lukesetich@lasher.com](mailto:lukesetich@lasher.com)  
Jason T Piskol on behalf of Clever Capital, LLC, David M Carlson, Enterprise Focus, Inc. - [jtp@pyklawyers.com](mailto:jtp@pyklawyers.com)  
Christopher F Ries on behalf of Creditor Neppel Electrical & Controls, LLC - [diana@rieslawfirm.com](mailto:diana@rieslawfirm.com),  
[cdg@rieslawfirm.com](mailto:cdg@rieslawfirm.com), [carrie@rieslawfirm.com](mailto:carrie@rieslawfirm.com)  
Vanessa Pierce Rollins on behalf of Clever Capital, LLC, David M Carlson -  
[vprollins@gmail.com](mailto:vprollins@gmail.com)  
Joseph A. G. Sakay on behalf of Interested Party Allrise Financial Group  
[sakay@ryanlaw.com](mailto:sakay@ryanlaw.com), [docketing@ryanlaw.com](mailto:docketing@ryanlaw.com)



1 Dominique R Scalia on behalf of Attorney DBS Law  
2 [dscalialaw@lawdb.com](mailto:dscalialaw@lawdb.com), [paralegal@lawdb.com](mailto:paralegal@lawdb.com)  
3 Tara J. Schleicher on behalf of interested party EcoChain, Inc.  
4 [tara.schleicher@foster.com](mailto:tara.schleicher@foster.com), [kesarah.rhine@foster.com](mailto:kesarah.rhine@foster.com)  
5 US Trustee  
6 [ustp.region18.sp.ecf@usdoj.gov](mailto:ustp.region18.sp.ecf@usdoj.gov)  
7 Mark Waldron  
8 [trustee@mwalldronlaw.com](mailto:trustee@mwalldronlaw.com), [mark@mwalldronlaw.com](mailto:mark@mwalldronlaw.com)  
9 Brian A. Walker on behalf of Defendant Jeffrey Field  
10 [walker@omwlaw.com](mailto:walker@omwlaw.com), [rgrim@omwlaw.com](mailto:rgrim@omwlaw.com)  
11 Scott Weaver on behalf of Creditor Executive Flight, Inc.  
12 [weaver@carneylaw.com](mailto:weaver@carneylaw.com), [fuhrmann@carneylaw.com](mailto:fuhrmann@carneylaw.com)

13 Date Served: 8/20/2024

14 Sign your name:

*John T. Winslow*

15 Print name: John T. Winslow